

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Cedar Business Center Property LLC,

Plaintiff,

v.

Civ. No. 11-152 (RHK/AJB)
ORDER

Bluegreen Vacations Unlimited, Inc.,

Defendant.

This matter is before the Court *sua sponte*.

Invoking diversity jurisdiction under 28 U.S.C. § 1332, Plaintiff Cedar Business Center Property LLC (“Cedar”) commenced this contract action against Bluegreen Vacations Unlimited, Inc. (“Bluegreen”). Cedar alleges in its Complaint that it is “a Delaware limited liability, having its principal place of business [in] Minneapolis, Minnesota.” (Compl. ¶ 1.) It further alleges that Bluegreen is a Florida corporation with its principal place of business in Boca Raton, Florida. (*Id.* ¶ 2.)

As the party invoking the Court’s jurisdiction, Cedar bears the burden of pleading facts establishing the existence of diversity jurisdiction. E.g., Walker v. Norwest Corp., 108 F.3d 158, 161 (8th Cir. 1997). Doing so required it to plead “with specificity the citizenship of the parties.” Barclay Square Props. v. Midwest Fed. Sav. & Loan Ass’n of Minneapolis, 893 F.2d 968, 969 (8th Cir. 1990). It has failed to do so.

As noted above, Cedar is a limited liability company, and hence its citizenship is determined by that of its members. E.g., OnePoint Solutions, LLC v. Borchert, 486 F.3d

342, 346 (8th Cir. 2007); GMAC Commercial Credit LLC v. Dillard Dep't Stores, Inc., 357 F.3d 827, 829 (8th Cir. 2004). Here, the Complaint contains no information about the citizenship of Cedar's members – indeed, no members are identified in the Complaint at all. Accordingly, the Court cannot determine from the face of the Complaint whether diversity jurisdiction exists in this case.

Based on the foregoing, **IT IS ORDERED** that Cedar shall redress the deficiencies set forth above on or before February 4, 2011, or the Court will dismiss this action for lack of subject-matter jurisdiction.

Date: January 24, 2011

s/Richard H. Kyle
RICHARD H. KYLE
United States District Judge